



Doc#: 1604044010 Fee: \$120.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 02/09/2016 10:34 AM Pg: 1 of 17

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bridgeview, a municipal corporation, Cook County, Illinois, and, as such, I am the keeper of the records and files and am custodian of the seal of said Village.

I do further certify that the foregoing or attached is a complete, true, and correct copy of Ordinance No. 16-05 entitled:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN 7171 S. HARLEM, L.L.C. AND THE VILLAGE OF BRIDGEVIEW FOR THE PROPERTY COMMONLY KNOWN AS 7148 WEST 72ND STREET, COOK COUNTY, ILLINOIS

and was duly passed by not less than a 2/3 vote of the Board of Trustees then hold office at its regular meeting held on February 3, 2016, approved by the Mayor on said date, and now in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village this 3rd day of February, 2016.


Village Clerk

(CORPORATE)
(SEAL)





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ORDINANCE NO. 16-05

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN 7171 S. HARLEM, L.L.C. AND THE VILLAGE OF BRIDGEVIEW FOR THE PROPERTY COMMONLY KNOWN AS 7148 WEST 72ND STREET, COOK COUNTY, ILLINOIS

WHEREAS, 7171 S. Harlem, L.L.C. ("Owner"), is the sole record owner of property commonly known as 7148 West 72nd Street in unincorporated Cook County, Illinois ("Subject Property") legally described as follows:

Lots 90 and 91 in Frank DeLugach's 71st Street Highlands, being a Subdivision of that Part of the West ½ of the Northwest ¼ of Section 30, Township 38 North, Range 13, East of the Third Principal Meridian, lying East of the East Line of the Railroad Right-Of-Way acquired by Condemnation in County Court of Cook County, Illinois, Case No. 8854, in Cook County, Illinois;

P.I.N.: 19-30-102-011-0000 and 19-30-102-012-0000;

WHEREAS, it is in the best interest of the Village of Bridgeview, Cook County, Illinois ("Village"), to enter into an annexation agreement with the Owner pertaining to the annexation, zoning, use and development of the Subject Property;

WHEREAS, an annexation agreement, in substantially the form attached hereto, has been drafted and is agreeable to both the Village and Owner;

WHEREAS, Owner is ready, willing and able to perform its obligations under the annexation agreement and desires to annex the Subject Property to the Village so that it can be developed in accordance with the ordinances thereof subject to the modifications contained in the annexation agreement; and

WHEREAS, on February 3, 2016, pursuant to duly published notice, a public hearing upon the proposed annexation agreement was held by the Corporate Authorities of the Village of Bridgeview.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bridgeview, Cook County, Illinois, as follows:

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Section 1

That the annexation agreement governing the property commonly known as 7148 West 72nd Street, Cook County, Illinois between the Village of Bridgeview and 7171 S. Harlem, L.L.C., in substantially the same form as attached hereto, is hereby approved.

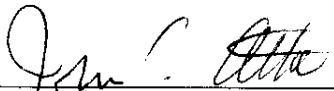
Section 2

That the Mayor and Village Clerk are hereby authorized to execute said annexation agreement for and on behalf of the Village of Bridgeview.

Section 3

This ordinance shall be immediately in full force and effect after passage and approval as provided by law.

This ordinance was passed by a vote of two-thirds of the corporate authorities holding office and deposited in the office of the Village Clerk of the Village of Bridgeview this 3rd day of February, 2016.



JOHN C. ALTAR, Village Clerk

APPROVED by me the 3rd day
of February, 2016.



STEVEN M. LANDEK, Mayor

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ANNEXATION AGREEMENT

by and between

VILLAGE OF BRIDGEVIEW

and

7171 S. HARLEM, L.L.C.,

Prepared by/and Return
after Recording to:

Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3922
Chicago, IL 60602
(312) 236-3985

Property of Cook County Clerk's Office

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ANNEXATION AGREEMENT BY AND BETWEEN 7171 S. HARLEM, L.L.C. AND THE VILLAGE OF BRIDGEVIEW FOR THE PROPERTY LOCATED AT 7148 WEST 72ND STREET, COOK COUNTY, ILLINOIS

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 3rd day February, 2016, by and between 7171 S. Harlem, L.L.C., 3716 W. North Avenue, Stone Park, Illinois, and the Village of Bridgeview, 7500 South Oketo, Bridgeview, Illinois.

WITNESSETH:

WHEREAS, 7171 S. Harlem, L.L.C. (the "Owner") is the record owner of property commonly known as 7148 West 72nd Street in unincorporated Cook County, Illinois ("Subject Property") legally described as follows:

Lots 90 and 91 in Frank DeLugach's 71st Street Highlands, being a Subdivision of that Part of the West ½ of the Northwest ¼ of Section 30, Township 38 North, Range 13, East of the Third Principal Meridian, lying East of the East Line of the Railroad Right-Of-Way acquired by Condemnation in County Court of Cook County, Illinois, Case No. 8854, in Cook County, Illinois;

P.I.N.: 19-30-102-011-0000 and 19-30-102-012-0000;

WHEREAS, the Subject Property is contiguous with the Village of Bridgeview ("Village") and the Owner desires to have it annexed therein under the terms and conditions set forth in this Agreement;

WHEREAS, there are no electors residing within the Subject Property;

WHEREAS, the Mayor and Board of Trustees, after due and careful consideration, have concluded that annexation and development of the Subject Property, provided it is done in accordance with the terms and conditions set forth in this Agreement and Applicable Laws, will serve the best interests of the Village; and,

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, this Agreement was submitted to the Mayor and Board of Trustees of the Village and a public hearing was held pursuant to notice as provided by law.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter contained, it is agreed by the parties as follows:

Section 1. Preamble. The recitals set forth in the preamble are incorporated and made a part of this Agreement.

Section 2. Authorization. This Agreement is made in accordance with the provisions of 65 ILCS 5/11-15.1-1, *et seq.*

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Section 3. Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

3.1 *Applicable Laws* means any federal, state, county or local law, statute, ordinance, including those codified in the Village Code and Zoning Ordinance, and such other rules, regulations, orders and decrees of any courts or administrative bodies or tribunals, order or determination of any governmental authority, or any recorded restrictive covenant or deed restriction, that in any manner affects or governs the use or development of Subject Property.

3.2 *Agreement* means this annexation agreement between the Village and Owner.

3.3 *Corporate Authorities* means the Mayor and Board of Trustees of the Village of Bridgeview.

3.4 *Effective Date* means the date identified in the introductory paragraph of this Agreement.

3.5 *Owner* means 7171 S. Harlem, L.L.C., and its respective successors and assigns.

3.6 *Party* means the Village or Owner.

3.7 *Parties* mean Village and Owner.

3.8 *Permits* means, without limitation, all permits, consents, approvals, authorizations, zoning relief of whatever kind or nature, certificates and approvals required by Applicable Law from all governmental bodies with jurisdiction over the Subject Property, utility companies and insurance rating agencies which are or may be required for the planning, design, construction, completion, use and occupancy of the Subject Property, including licenses.

3.9 *Person* means any individual, corporation, partnership, limited liability company, joint venture, association, trust or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

3.10 *Subject Property* means the property commonly known as 7148 West 72nd Street in unincorporated Cook County, Illinois ("Subject Property") legally described in Exhibit "A."

3.11 *Village* means the Village of Bridgeview, its successors and assigns.

3.12 *Village Code* means the Bridgeview Municipal Code.

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3.13. *Village Expenses* means any and all costs, fees and expenses incurred by the Village as a result of staff time and professional and technical consultant services, including without limitation all legal, engineering, design/planning review, administration costs and expenses associated with the review, processing, negotiation, and development of documentation and data, plans, specifications, drawings and other information pertaining to the Subject Property, the development of the Subject Property, and the management and supervision of the implementation and development of the Subject Property.

3.14. *Zoning Ordinance* means Bridgeview Zoning Ordinance.

Section 4. Annexation. The Owner shall, contemporaneously with the execution of this Agreement, file with the Village Clerk a duly executed petition to annex the Subject Property which constitutes Subject Property contiguous to the corporate limits of the Village pursuant to and in accordance with the provisions of Article 7, Subject Property, Division 1, Annexation, of the Illinois Municipal Code, and the Village shall thereafter annex the Subject Property. The Village hereby waives all annexation fees relating to the Subject Property.

Section 5. Zoning. Upon annexation, the Subject Property shall be zoned as follows: (a) Lot 90: 19-30-102-011-0000 – “C” Commercial District, and for a special use permit to operate a car wash thereon; and, (b) Lot 91: 19-30-102-012-0000 – “R-2” Single-Family Residential District. The Subject Property is being annexed to the Village with no variances or other special use permits. The Subject Property will be developed in conformance with of the Village Code, including but not limited to those provisions codified in the Zoning Ordinance, as applicable, as from time to time amended. The Owner shall not apply to the County of Cook for any further changes in zoning or special uses without the Village’s written consent prior to annexation. Upon annexation, and thereafter through the term of this Agreement, the Village shall not be required to consider any changes in zoning to a residential district under the Village’s Code for or on the Subject Property.

Section 6. Discontinuance of Residential Use. Upon annexation and zoning, the Owner shall discontinue any residential use of Lot 90 of the Subject Property. The use of Lot 90 of the Subject Property, and any buildings and structures located thereon shall, from the date of annexation and rezoning, be subject to the Village Code and Zoning Ordinance, as amended from time to time, and none of the aforementioned shall constitute legal non-conforming structures or uses.

Section 7. Applicable Laws. Unless otherwise expressly set forth in this Agreement, the Owner, Subject Property, and the development, improvement or use thereof, shall at all times be subject to and governed by Applicable Laws, as may be amended from time to time.

Section 8. Miscellaneous Fees. Nothing herein shall be deemed or constitute a waiver of, modification to, or exemption from such fees, charges and expenses that may be applicable to the Owner or Subject Property as codified in the Village Code, at such time as may be in effect.

Section 9. Recapture Agreement; Fees. It is hereby acknowledged that the Subject Property is not currently subject to a recapture agreement by and between the Village and a

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third-party. The Village agrees that it will not permit the recapture of the cost of construction of public improvements against the Subject Property.

Section 10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, and lessees and on any successor municipal authorities of the Village for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendments. Nothing herein shall in any way prevent the alienation or sale of the Subject Property or any portion thereof, by the Owner, except that said sale shall be subject to the provisions hereof.

Section 11. Disputes. In the event that the annexation or zoning of the Subject Property is challenged or held invalid as a result of an action of any curable technical defect in the manner of the annexation or zoning, the Parties shall promptly take all actions necessary to cure such defects, including, without limitation, the giving of such notices, the holding of such public hearings and the adoption of such ordinances and resolutions as may be necessary to further the spirit and intent of this annexation agreement. If any provision of this annexation agreement is rendered invalid by legislation of the General Assembly of the State of Illinois, the Village and the Owner, at the request of either party, shall enter into good faith negotiation to seek to cause the fulfillment of the provision which has been invalidated in some lawful manner which may give to the parties the benefits and obligations previously bargained for.

Section 12. Indemnification; Defense; Hold Harmless. Owner hereby agrees and shall defend, indemnify and hold harmless the Village, its officers, employees and agents ("Village Parties") against, and to protect, save and keep harmless from, and to pay on behalf of or reimburse Village Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorney's fees) ("Claim") of whatever kind and nature, which may be imposed on or incurred by any person, including third-parties, related to the annexation and development of the Subject Property, including, without limitation, construction work performed under contracts with third-parties. Any liability insurance policy required to be obtained by Owner or his designee under the Village Code shall include a contractual liability endorsement for such obligations under this section. Any insurance policy maintained by the Village shall be noncontributory with respect to such Claim.

Section 13. Subordination. Owner shall disclose any and all third-parties which a legal or equitable interest in the Subject Property. Any and all parties so disclosed shall be required to consent to this Agreement and subordinate their interest to this Agreement by executing the Consent and Subordination Agreement attached hereto as Exhibit "B," which is incorporated herein by reference.

Section 14. Event of Default. Failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement, or any other document to be required to be executed by this Agreement, within thirty (30) days after written notice thereof shall constitute an "Event of Default." No default by Owner or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

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Section 15. Remedies. In the Event of Default by the Village in the performance of any of its obligations under this Agreement, Owner's sole remedy shall be for an order of performance of the Agreement. Except as otherwise provided, in the Event of Default by the Owner in the performance of any of its obligations under this Agreement, the Village's remedies shall be an order of performance (including payment of money, whether or not denoted as damages), breach of contract, or such other rights or remedies as it may be entitled to under the law. Neither Party shall be liable to the other for consequential damages or lost profits. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Section 16. Rights Cumulative. Unless expressly provided herein to the contrary, each and every one of the rights, remedies, and benefits provided in and by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Section 17. Illinois Law; Venue; Jury. This Agreement shall be governed by the laws of the State of Illinois and shall be enforceable in a court of competent jurisdiction by any parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained. Venue shall be in the Circuit Court of Cook County, State of Illinois. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE ANY AND ALL RIGHTS TO HAVE ANY SUIT OR ACTION PERTAINING TO THIS AGREEMENT, ZONING OR THE ANNEXATION HEARD OR DECIDED BY A JURY.

Section 18. Challenges to Agreement. Owner acknowledges that the Village is agreeing to annex the Subject Property provided it is zoned, developed, and used in conformance with the terms and conditions of this Agreement, including the payment of fees and donations required hereby. Any challenge to the zoning, a term or condition of this Agreement, or a covenant or obligation imposed hereby, after annexation shall constitute a challenge to the annexation itself.

Section 19. Attorney's Fees. The prevailing Party in any action or suit for a breach of this Agreement, for performance of this Agreement, or challenging any term, condition, covenant or obligation of the Agreement or the annexation, shall be entitled to its reasonable attorney's fees and costs from the other Party.

Section 20. Non-Waiver. The failure of either Party to exercise at any time any right granted to it under this Agreement shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right in future.

Section 21. Time of the Essence. Time is of the essence in the performance of this Agreement.

Section 22. Uncontrollable Events. Neither the Village nor Owner shall be deemed in default of its obligations under this Agreement in the event of any delay is caused by damages or destruction by fire or other casualty, strike, shortages of material, or unusually adverse weather

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conditions.

Section 23. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to Village and Owner at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) if to Village: Village of Bridgeview
Attn: Steven M. Landek, Mayor
7500 South Oketo Avenue
Bridgeview, IL 60455
- (2) copy to: Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3922
Chicago, IL 60602
- (3) if to Owner: 771 S. Harlem, L.L.C.
3716 W. North Avenue
Stone Park, IL 60165
- (4) copy to: Earl Weiss
Levin & Rosen, Ltd.
10024 Skokie Blvd., No. 240
Skokie, IL 60077

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 24. Consent. Whenever herein consent of any party is required, such consent shall not be unreasonably withheld.

Section 25. Effect of this Agreement. If any pertinent existing resolution, ordinances, or interpretations thereof, of the Village be in any way, inconsistent or conflict with any provisions hereof, then the provisions of this Agreement shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances or resolutions or interpretations thereof, as they may relate to the Subject Property, contingent upon the completion of any procedural mandates imposed by State law.

Section 26. Third-Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third

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party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the Owner.

Section 27. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, employee, or agent of the Village in his or her individual capacity, and no official, employee or agent of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

Section 28. Term. This Agreement shall be binding on the Parties for a period of twenty (20) years. The zoning map amendment and special uses shall not terminate upon the expiration of this Agreement, but shall continue in effect unless thereafter amended in accordance with law. Any special uses shall not be revoked by the Village during the term of this Agreement or thereafter provided that the Owner complies with this Agreement and Applicable Law.

Section 29. Recording. This Agreement shall be recorded in the Office of the Cook County Recorder of Deeds, and the Village shall be responsible for the recording costs. Upon the expiration of term of this Agreement, the Owner shall execute and deliver to the Village a release of this Agreement in duplicate, and in recordable form, which the Village shall execute, and which either Party may record at its own cost.

Section 30. Sunshine Laws. Owner recognizes that the sunshine laws of the State of Illinois may require the Village to release this Agreement and certain documents related thereto upon public request. The Village will notify Owner of any such request by email. Owner shall have forty-eight (48) hours after said notice is sent to instruct the Village to agree or deny the request in whole or in part. Notwithstanding Owner's desires, the Village shall be under no obligation to comply with Owner's instruction and shall not be liable to Owner for any production made contrary to Owner's instruction. Provided, however, in the event the Village is instructed by Owner to deny a request, and the Village complies with Owner's request, Owner shall indemnify, defend, and hold harmless Village to and from any Claim arising from that decision, including reasonable attorney's fees and costs that may be awarded to the requesting party by the court.

Section 31. Relationship. Neither this Agreement nor any actions of the Parties or any third-party shall be construed to or create a partnership, agency relationship, or joint venture.

Section 32. Estoppel Certificates. Within ten (10) days of request from time to time, but in no event more than one (1) time per year, the Parties shall deliver completed and signed estoppel certificates certifying the status of this Agreement.

Section 33. Non-Merger. This Agreement shall survive the annexation of the Subject Property and shall not be merged or extinguished by the annexation of the Subject Property or any part thereof to the Village.

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Section 34. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Village and the fee owners of record of the Subject Property, provided, however, if the subject matter of an amendment to this Agreement relates only to a portion of the Subject Property, such amendment or modification may be executed by the then current record owner of such portion of the Subject Property, by the Owner so long as the Owner owns any part of the Subject Property, and the Village.

Section 35. Counter parts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 36. Entire Agreement. This Agreement constitutes the entire agreement of Village and Owner on the subject matter hereof, except as to those documents specifically identified and referenced in this Agreement. Village and Owner represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Section 53 hereof.

Section 37. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or Subject Property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or Subject Property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

Section 38. Headings. The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

Section 39. Exhibits. The exhibits to this Agreement, by this reference, are hereby incorporated and made a part of this Agreement as though fully set forth herein. In the event of a conflict between this Agreement and an exhibit, the more strict provision shall control.

Section 40. Mutuality. This Agreement is the result of negotiations between the Parties who had equal access to information concerning this transaction. The Parties have obtained, or had their opportunity to obtain, legal advice concerning the meaning and effect of this Agreement, have had sufficient time to consider the meaning and effect of this Agreement, are fully aware and clearly understand all of the terms provisions contained in this Agreement and voluntarily accept them, and agree that all such terms and provisions, including the fees imposed hereunder or by the Village Code, are reasonable and proper. The Parties to this Agreement participated equally in the drafting of this Agreement. No ambiguity in this Agreement shall be construed against either Party.

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Section 41. Warranties. The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Village warrants further that it will perform all of its obligations hereunder and will cause the Plat of Annexation to be recorded. The Owner hereby warrants and represents to the Village that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, that there are no other persons constituting record owners of the Subject Property, that no electors reside on the Subject Property, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by Owner will (a) result in a breach or default under any agreement to which Owner is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Subject Property are bound.

Section 42. Disconnection. Notwithstanding Applicable Law or anything herein to the contrary, Owner shall be prohibited from disconnecting the Subject Property from the Village during the term of this Agreement.

IN WITNESS WHEREOF, the Village and Owner have each caused this Agreement to be executed by person duly authorized to execute the same as of the date set forth above the signatures of their respective officers or person set forth below.

[Signature Pages to Follow]

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EXHIBIT A

LEGAL DESCRIPTION

Lots 90 and 91 in Frank DeLugach's 71st Street Highlands, being a Subdivision of that Part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 38 North, Range 13, East of the Third Principal Meridian, lying East of the East Line of the Railroad Right-Of-Way acquired by Condemnation in County Court of Cook County, Illinois, Case No. 8854, in Cook County, Illinois;

P.I.Ns.: 19-30-102-011-0000 and 19-30-102-012-0000.

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February 3, 2016

Mayor and Board of Trustees
Village of Bridgeview
7500 South Oketo Avenue
Bridgeview, Illinois 60455

Re: Annexation Agreement between
7171 S. Harlem, LLC, and the Village of Bridgeview

Dear Mayor and Board Members:

Be advised that I am the manager of 7171 S. Harlem, L.L.C. (the *Petitioner*), an Illinois limited liability company. The Village and Petitioner are parties to an annexation agreement (the *Agreement*) governing the property commonly known as 7148 West 72nd Street, Cook County, Illinois (the *Subject Property*). Section 13 of the Agreement requires Petitioner to disclose any and all third-parties that have a legal or equitable interest in the Subject Property, and further requires any such third-party to consent and subordinate their interests to the Village interests under the Agreement.

The Petitioner acquired title to the Subject Property in a cash transaction on October 29, 2015. No third-party has a mortgage, lien or other legal or equitable interest affecting the Subject Property that would require the execution of the consent and subordination contemplated by Section 13 of the Agreement. This letter is written on upon direction and on behalf of the Petitioner, and is intended to be relied upon to induce the Village to execute and perform under the Agreement.

7171 S. HARLEM, L.L.C.

By: Michael Scali

Name: Michael Scali

Its: Manager